

State of Vermont

Buildings and General Services
Engineering Division
2 Gov Aiken Ave Drawer 33
Montpelier VT 05633
USA

CONTRACT



Vendor ID 0000014065
Gateway Companies Inc
Dept at 952307
Atlanta GA 31192-2307
USA

Contract ID 00000000000000000007434		Page 1 of 2
Contract Dates 10/01/2004 to 08/31/2009	Origin CPS	
Description: CPS - GATEWAY COMPUTER PRODUCTS	Contract Maximum \$9,999,999,999,999.99	
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9197	GATEWAY COMPUTER PRODUCTS - PRICING IN ACCORDANCE WITH WSCA MASTER PRICE AGREEMENT A63308, WSCA AMENDMENT #6.	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: TO PROVIDE GATEWAY COMPUTER PRODUCTS TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

THIS CONTRACT IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE(WSCA) CONTRACT WITH THE GATEWAY COMPANIES, INC FOR THE PROCUREMENT OF MANUFACTURER SUPPLIED COMPUTER EQUIPMENT. THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWO YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MINNESOTA ON BEHALF OF THE WSCA AND NATIONAL ASSOCIATION OF STATE PROCRUEMENT OFFICIALS ENTITLED "MANUFACTURERS OF PERSONAL COMPUTER EQUIPMENT AND RELATED DEVICES" DATED 02/09/2004 AND CONTRACTOR'S RESPONSE DATED 03/23/2004.

ATTACHMENT: STANDARD STATE PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/07 ARE ATTACHED AND INCOPORATED AS PART OF THIS CONTRACT. IN ADDITION WSCA MASTER PRICE AGREEMENT # A63308 AND THE STATE OF VERMONT/GATEWAY PARTICIPATING ADDENDUM ARE ALSO ATTACHED.

METHOD OF ORDERING: EITHER PURCHASE ORDERS OR ON LINE ORDERING MAY BE USED. THE STATE'S VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

PRICING; PRICING WILL BE IN ACCORDANCE WITH THE WSCA/GATEWAY WEB SITE. STANDARD SHIPPING IS INCLUDED IN THE PRICE. EXPEDITED SHIPPING WILL BE AT AN ADDITIONAL CHARGE. A LINK TO THE GATEWAY/STATE OF VERMONT WEB SITE CAN BE FOUND AT WWW.BGS.STATE.VT.US/PCA. PUBLISHED PRICING IS BASED ON THE PURCHASE OF ONE MACHINE. IF A QUANTITY OF MACHINES ARE BEING PURCHASED, CHECK WITH THE CONTRACTOR FOR POSSIBLE EXTRA PRICE BREAKS.

TAKEBACK: ARRANGEMENTS CAN BE MADE TO HAVE OLD CPUs AND MONITORS TAKEN BACK FOR A FEE. SEE VENDOR'S WEB SITE OR CONTACT THE ACCOUNT REPRESENTATIVE FOR DETAILS.

LEASING: CONTRACT ALSO ALLOWS FOR LEASING OF COMPUTERS. DEPARTMENTS ARE TO CONFIGURE THE MACHINE(S) AND FAX THE CONFIGURATION SHEET(S) TO LINDA URICK AT 605-232-2715 WITH A COVER LETTER GIVING YOUR CONTACT INFORMATION AND THE FACT THAT YOU WANT TO LEASE THE EQUIPMENT. YOU WILL RECEIVE LEASE DOCUMENTS TO SIGN AND RETURN. (THESE DOCUMENTS MUST BE THE ONES AGREED TO BY GATEWAY LEASING AND STATE OF VERMONT) ONCE THE FORMS ARE EXECUTED, THE ORDER WILL BE PLACED.

AMENDMENT #01 - 8/30/2006 - CONTRACT RENEWED FOR AN ADDITIONAL 1-YEAR PERIOD WITH THE SAME PRICES, TERMS AND CONDITIONS. NEW EXPIRATION DATE IS 10/01/2007.

AMENDMENT #02 - 10/05/07 - CONTRACT RENEWED FOR AN ADDITIONAL 2 YEAR PERIOD WITH THE SAME PRICES, TERMS AND CONDITIONS. NEW EXPIRATION DATE IS AUGUST 31, 2009.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Fed ID or SSN: _____

Title: _____

Title: _____

Email: _____

Email: _____